

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,) Civil Action No. 3:09-cv-482
)
v.)
) CONSENT DECREE
)
BIEWER WISCONSIN SAWMILL, INC.,)
)
Defendant.)
)

On July 31, 2009, the United States Equal Employment Opportunity Commission (“EEOC”) filed Civil Action No. 3:09-cv-482 (W.D. Wis.) against defendant Biewer Wisconsin Sawmill, Inc. (“BWS”) under Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 alleging that BWS had violated Title VII by subjecting Verna J. Weber and a class of similarly-situated female employees to a sexually hostile work environment and then failing to take proper remedial action. The Complaint sought injunctive relief and compensatory and punitive damages for Ms. Weber and the similarly-situated female employees.

The EEOC and Biewer have agreed to this Consent Decree to fully and finally resolve all claims which the EEOC raised in its Complaint in Civil Action No. 3:09-cv-482 (W.D. Wis.). This Consent Decree shall be final and binding on the EEOC and on BWS; on BWS’s directors, officers, agents, employees, successors, and assigns; and on all persons in active concert or participation with BWS.

CONSENT DECREE

Upon the consent of the parties to this action, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

Non-Discrimination

1. Court's Jurisdiction. This Court has jurisdiction over the parties and the subject matter of this action.

2. Prohibition Against Title VII Violations. BWS is enjoined from engaging in any employment practice which constitutes unlawful sex discrimination under Title VII. Specifically, BWS is enjoined from allowing the creation or maintenance of sexually hostile work environments in its facilities.

3. Compliance with Title VII. BWS shall comply fully with all provisions of Title VII. Nothing in this Consent Decree shall be construed to limit BWS's obligations under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against BWS in the future, or BWS's ability to defend against any such claims.

4. No Retaliation. BWS shall not engage in, implement, or permit any action, policy, or practice with the purpose of retaliating against any current or former applicant or employee because s/he opposed any action or practice which s/he reasonably believes is unlawful under Title VII. BWS shall not retaliate against individuals who filed a charge of discrimination alleging any such action or practice; testified or participated in any manner in any investigation (including, but not limited to, any internal investigation undertaken by BWS), proceeding, or hearing relating to any claim of employment discrimination in this case or otherwise; or who was identified as a possible witness in this action; asserted any rights under this Consent Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with the law.

Monetary Relief

5. BWS agrees that it will pay a total of \$55,000 to Verna J. Weber and Patricia A. Stade in full settlement of the claims against BWS in the EEOC's Complaint, by paying \$50,000 to Ms. Weber and \$5,000 to Ms. Stade, and issuing a Form 1099 to each woman for the settlement amount. Ms. Weber and Ms. Stade shall be responsible for paying any income tax owing on their individual settlement amounts. Prior to their receipt of the settlement amounts, Ms. Weber and Ms. Stade shall sign a release using the forms attached as **Exhibits A and B**, respectively, to this Consent Decree, and the EEOC shall convey their executed releases to BWS.

6. Upon receipt of the signed releases from the EEOC, BWS shall send the settlement checks to Ms. Weber and Ms. Stade by certified U.S. mail to addresses specified by the EEOC, and shall simultaneously mail a photocopy of each check to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue - Suite 800, Milwaukee, WI 53203-2292, on the same day that it mails the checks to Ms. Weber and Ms. Stade.

Posting of Notice

7. Within 10 days of the entry of this Consent Decree, BWS shall post same-sized copies of the Notice attached as **Exhibit C** to this Decree on all bulletin boards in BWS's facilities in Prentice, Wisconsin, used for communicating human resources matters to employees. The notice shall remain posted until June 30, 2012. Within 10 business days of the posting, BWS shall send a letter to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue - Suite 800, Milwaukee, WI 53203-2292, enclosing a copy of the Notice as signed by BWS, and stating the dates and locations of the posting. BWS shall ensure that the postings are not altered, defaced, or covered by other material. If the posted copies are removed

or become defaced or otherwise illegible, as soon as practical BWS shall re-post readable copies in the same manner as previously specified.

Training

8. During the term of this Consent Decree, BWS shall provide the following training to managers, supervisors, and human resources employees at its Prentice, Wisconsin, facilities:

(a) BWS shall provide annual training sessions regarding the rights of employees under Title VII, and the employer's obligations under Title VII, with an emphasis on sexual harassment, how to keep BWS free of such discrimination, and what constitutes unlawful retaliation.

(b) Each training session will include a live presentation by an executive, manager, or employee relations professional of BWS emphasizing BWS's commitment to prevent discrimination and harassment.

(c) BWS shall provide training in accordance with Paragraph 8(a) above during the time periods ending on May 31, 2011, and May 31, 2012.

9. In addition to the training described in Paragraph 8 above, BWS shall provide training to all managers, supervisors, and human resources employees at its Prentice, Wisconsin, facilities on how to conduct a prompt and effective investigation into allegations, complaints, or charges of employment discrimination.

10. The training described in Paragraphs 8 and 9 above shall be conducted by BWS's outside counsel, attorney S. Douglas Touma, Esq. of Touma, Watson, Whaling, Coury, Castello & Stremers, P.C. or a qualified professional Human Resources consultant. At least 10 days prior to each training session, Mr. Touma shall submit the dates of the training sessions and the

training materials to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue - Suite 800, Milwaukee, WI 53203-2292.

11. Within five business days after each training session has occurred, BWS shall send a letter to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue - Suite 800, Milwaukee, WI 53203-2292, certifying to the EEOC that the training has taken place and that the required personnel have attended.

Reporting and Document Retention

12. Until June 30, 2012, BWS shall report the following information to the EEOC in writing on May 31, 2011, and May 31, 2012: The names, addresses, and telephone numbers of all employees in BWS's Prentice, Wisconsin, facilities who make a formal or informal complaint of sexual harassment and/or retaliation, including a summary of the nature of the complaint or retaliation allegation and a summary of the results of any investigation, discipline, or other action taken as a result of the complaint or allegation. BWS shall make the annual reports in writing to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue – Suite 800, Milwaukee, WI 53203-2292. BWS shall maintain all documents pertaining to such complaints for the full 24-month reporting period, and shall make such documents available for inspection by EEOC on 48 hours' written notice (excluding weekends and holidays).

Dispute Resolution

13. If either party to this Consent Decree believes that the other party has failed to comply with any provision of the Decree, the complaining party shall notify the other party of the alleged non-compliance within 10 business days of the alleged non-compliance and shall afford the alleged non-complying party 10 business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged

non-complying party has not remedied the alleged non-compliance within 10 business days, the complaining party may apply to the Court for appropriate relief.

Miscellaneous Provisions

14. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC on behalf of Verna Weber and the similarly-situated female employees in its Complaint in Civil Action No. 3:09-cv-482.

15. The terms of this Decree are adequate, fair, reasonable, equitable and just.

16. This Decree conforms to the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further Title VII's objectives and will be in the best interests of the parties, Ms. Weber, Ms. Stade, and the public.

17. Each party to this Decree shall bear its own costs, attorneys' fees, and expenses.

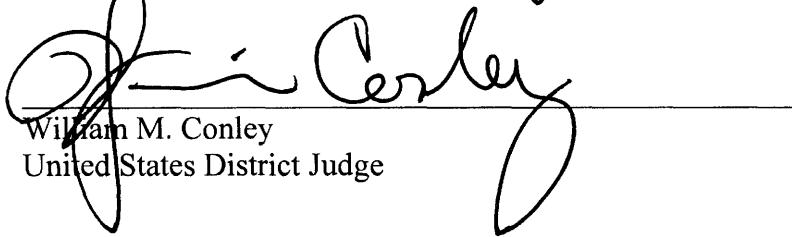
18. The terms of this Decree are and shall be binding upon BWS's present and future representatives, agents, directors, officers, assigns, and successors, in their capacities as representatives, agents, directors, and officers of BWS and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

19. This Consent Decree shall be filed in the United States District Court for the Western District of Wisconsin, and shall continue in effect for two years. Any application by any party to modify or vacate the Decree during that period shall be made by motion to the Court on no less than 30 days' notice to the other party.

20. This Court shall retain jurisdiction over this action in order to enforce the terms of this Consent Decree.

SO ORDERED, ADJUDGED, AND DECREED this 10th day of June, 2010.

By the Court:



William M. Conley
United States District Judge

Agreed to in form and content:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By its attorneys:

Dated: June 8, 2010

s/ Dennis R. McBride

John C. Hendrickson, Regional Attorney
Jean P. Kamp, Associate Regional Attorney
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BIEWER WISCONSIN SAWMILL, INC.
By its attorneys:

Dated: June 8, 2010

s/ S. Douglas Touma

S. Douglas Touma, Esq.
Touma, Watson, Whaling, Coury, Castello
& Stremers, P.C.
316 McMorran Boulevard
Port Huron, MI 48060
Telephone: (810) 987-7700 *Fax:* (810) 987-5915
E-mail: sdtouma@twwcc.com

Exhibit A

RELEASE

In consideration for \$50,000 paid to me by Biewer Wisconsin Sawmill, Inc. ("BWS") in connection with the resolution of *Equal Employment Opportunity Commission v. Biewer Sawmill, Inc.*, Civil Action No. 3:09-cv-482 (W.D. Wis.), I waive my right to recover for any claim of discrimination and/or sexual harassment arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended, or the Civil Rights Act of 1991, 42 U.S.C. § 1981a, that I had against BWS prior to the date of this release and that was included or could have been included in the claims alleged in the EEOC's complaint in *Equal Employment Opportunity Commission v. Biewer Sawmill, Inc.*, Civil Action No. 3:09-cv-482 (W.D. Wis.). I understand that I will be solely responsible for the payment of all income taxes related to this payment and that I will be issued an IRS Form 1099 for this payment.

Dated: _____, 2010

Verna J. Weber

STATE OF WISCONSIN)
)
COUNTY OF _____) ss
)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Verna J. Weber, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Signed and sworn to before me on this _____ day of _____, 2010.

Notary Public

Exhibit B

RELEASE

In consideration for \$5,000 paid to me by Biewer Wisconsin Sawmill, Inc. ("BWS") in connection with the resolution of *Equal Employment Opportunity Commission v. Biewer Sawmill, Inc.*, Civil Action No. 3:09-cv-482 (W.D. Wis.), I waive my right to recover for any claim of discrimination and/or sexual harassment arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended, or the Civil Rights Act of 1991, 42 U.S.C. § 1981a, that I had against BWS prior to the date of this release and that was included or could have been included in the claims alleged in the EEOC's complaint in *Equal Employment Opportunity Commission v. Biewer Sawmill, Inc.*, Civil Action No. 3:09-cv-482 (W.D. Wis.). I understand that I will be solely responsible for the payment of all income taxes related to this payment and that I will be issued an IRS Form 1099 for this payment.

Dated: _____, 2010

Patricia A. Stade

STATE OF WISCONSIN)
)
) ss
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Patricia A. Stade, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Signed and sworn to before me on this _____ day of _____, 2010.

Notary Public

Exhibit C

NOTICE TO ALL BIEWER WISCONSIN SAWMILL EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court resolving a lawsuit filed by the Equal Employment Opportunity Commission (“EEOC”) against Biewer Wisconsin Sawmill, Inc. (“BWS”).

In its lawsuit, the EEOC alleged that BWS discriminated against certain female employees by permitting a sexually hostile work environment in violation of Title VII of the Civil Rights Act of 1964. Title VII is a federal law which prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion or national origin. Title VII also forbids employers to retaliate against employees or applicants who oppose discriminatory employment practices, file a charge of discrimination with a government agency, or testify or participate in an EEOC investigation.

To resolve this case, BWS and the EEOC have entered into a Consent Decree which provides for a monetary payment concerning the women who were adversely affected by the alleged sexually hostile work environment, and also provides that:

- BWS will not tolerate, or allow any employee to engage in, sexual harassment.
- BWS will not retaliate against any person because s/he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree. Also, BWS will not allow any employee to harass, or retaliate against, any other employee who participated in or benefited from the EEOC’s lawsuit against BWS.
- BWS will train all manager, supervisors, and human resources employees at its Prentice, Wisconsin, facilities on sex discrimination and BWS’s policies prohibiting such discrimination.

The EEOC enforces the federal laws against employment discrimination on the basis of race, color, religion, national origin, sex, age, or disability. If you believe you have been discriminated against, you may call the EEOC at (414) 297-1110 or at (800) 669-4000. The EEOC does not charge fees and has employees who speak languages other than English.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
This Notice must remain posted until June 30, 2012, and must not be altered, defaced or
covered by any other material.**

Date: _____, 2010

By: _____

Chairman and Chief Executive Officer
Biewer Wisconsin Sawmill, Inc.